



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

August 14, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PARKS AND RECREATION:
AMENDMENT NO. 3 TO LEASE NO. 29747
MARSHALL CANYON AREA, EQUESTRIAN AND HIKING TRAILS, LA VERNE
(FIFTH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Amendment No. 3 to Lease No. 29747 with the Metropolitan Water District of Southern California, (Lessor) for the County of Los Angeles (County) Department of Parks and Recreation (Parks) to continue utilizing approximately 1.37 acres of equestrian and hiking trails at Marshall Canyon Area, La Verne, at a maximum initial annual rent of \$500, which will be 100 percent net County cost. The lease term and rent will commence upon approval by your Board.
2. Find that this lease amendment is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1, Section r of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15061 (b) (3) of the State CEQA Guidelines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to extend the term of the lease approximately 10 years to May 31, 2017, thereby allowing Parks to provide uninterrupted recreational use of the equestrian and hiking trails. The current lease expired on May 31, 2007, and occupancy has continued on a month-to-month holdover basis.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we provide the public with easy access to quality information and services (Goal 1). The proposed lease amendment supports this goal by providing quality recreational facilities and services. Compliance with the County's Strategic Asset Management Principles is further outlined in Attachment A.

FISCAL IMPACT/FINANCING

The maximum initial annual rental cost for the proposed lease amendment is \$500.

Marshall Canyon Area, Equestrian and Hiking Trail, La Verne	Existing Lease	Proposed Lease Amendment	Change
Term	30 Years (6/1/77 to 5/31/07) currently month-to-month	Lease execution to 5/31/17	+ Approximately 10 years
Area	1.37 Acres	1.37 Acres	None
Maximum Annual Rent	\$100	\$500	+\$400
Cancellation	None	Anytime with one year notice by either Party	Anytime with one year notice by either Party
Rental Adjustment	None	Annual Consumer Price Index (CPI) adjustment with cap of 5 percent	Annual CPI adjustment with cap of 5 percent

Sufficient funding for the proposed lease is included in the 2007-08 Rent Expense Budget and will be billed back to Parks. Parks has allocated sufficient funds in its 2007-08 Operating Budget to cover the projected lease costs. The costs associated with the proposed lease amendment are 100 percent net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms of the proposed lease amendment are as follows:

- The term commences upon execution of the Lease Amendment by the Board and expires May 31, 2017.
- Parks is responsible for the maintenance of the grounds and liability insurance.

- There is a cancellation provision allowing either party to cancel at anytime upon one year prior written notice.
- The rent shall be subject to an annual CPI adjustment with a cap of 5 percent.

ENVIRONMENTAL DOCUMENTATION

The CEO has made an initial study of environmental factors and has concluded that this lease amendment is exempt from CEQA as specified in Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15061 (b) (3) of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease amendment will provide the necessary land for this County requirement. In accordance with your Board's policy on the housing of any County offices or activities, Parks concurs with this recommendation.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two originals of the executed lease and the adopted, stamped Board letter, and two certified copies of the Minute Order to the CEO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DL
JSE:PY:hd

Attachments (2)

c: County Counsel
Department of Parks and Recreation

ATTACHMENT A

DEPARTMENT OF PARKS & RECREATION
MARSHALL CANYON AREA, EQUESTRIAN AND HIKING TRAILS, LA VERNE
 Asset Management Principles Compliance Form¹

1. Occupancy		Yes	No	N/A
A	Does lease consolidate administrative functions? ²			X
B	Does lease co-locate with other functions to better serve clients? ²			X
C	Does this lease centralize business support functions? ²			X
D	Does this lease meet the guideline of 200 sq. ft. of space per person? ²			X
2. Capital				
A	Is it a substantial net County cost (NCC) program?	X		
B	Is this a long term County program?	X		
C	If yes to 2 A or B; capital lease or operating lease with option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Attachment B?			X
G	Was build-to-suit or capital project considered		X	
3. Portfolio Management				
A	Did department utilize CAO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?		X	
D	Why was this program not co-located?			
	1. The program clientele requires a "stand alone" facility.			
	2. X No suitable County occupied properties in project area.			
	3. X No County-owned facilities available for the project.			
	4. Could not get City clearance or approval.			
	5. The Program is being co-located.			
E	Is lease a full service lease? ² Landlord is unwilling to take responsibility for ground maintenance.		X	
F	Has growth projection been considered in space request?	X		
G	Has the Dept. of Public Works completed seismic review/approval?			X
	¹ As approved by the Board of Supervisors 11/17/98			
	² If not, why not?			

AMENDMENT NO. 3 TO LEASE

Lease R. L. 401
F. E. Weymouth Plant
Foothill Feeder / Rialto Pipeline
MWD Parcel Nos. 1404-18A-6, 7, and 8;
1404-18B-1, 3, 5, and 7;
1404-18C-1, 3A, 5, and 7;
and 1606-4-14 (portions)

Lease R.L. 401 between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation, hereinafter referred to as Lessor, and COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION, hereinafter referred to as Lessee, is hereby amended by adding Paragraph 3A and Exhibit "B", that delineates a line of traveled-way within the Property strips of variable widths of which the westerly boundaries are coincident with Lessor's currently existing fences, and modifying a portion of Paragraphs 1, 3, 6, and 7 thereof, and revising it as follows:

1. TERM. Subject to the provisions in Paragraph 12, the term of this Lease shall commence upon approval by the Los Angeles County Board of Supervisors and expire May 31, 2017.

3. RENT. Effective upon approval by the Los Angeles County Board of Supervisors, the annual rent shall be \$500, payable in advance.

3A. DETERMINATION OF FUTURE RENT. The annual rent for each succeeding one-year term shall be determined by multiplying the basic annual rent of \$500 by a factor which shall be the ratio of the Annual Average of the United States Consumer Price Index - All Urban Consumers, for the last year of the concluding rental period to the Annual Average of the Price Index - All Urban Consumers, which is reported as 210.4 for the year 2006, as reported by the United States Department of Labor, Bureau of Labor Statistics, and published in its monthly publication, "Survey of Current Business," provided, however, that the minimum annual rent shall not be less than \$500 and the maximum annual increase shall not exceed 5%, nothing above to the contrary withstanding.

Computation of the above ratio shall be carried to four decimal places and rounded to the nearest 1/1000th with the computation of rent resulting from the application of this ratio rounded to the nearest dollar.

In the event that the U.S. Department of Labor, Bureau of Labor Statistics, shall cease to report, or change its method of compiling and/or reporting the Consumer Price Index used in the above ratio, such other index as may be substituted in place thereof by the appropriate governmental agency in the United States then having responsibility for such compilation and reports of consumer price indices, subject to any necessary adjustment of such index appropriate to its continued use in determining the ratio set forth above, shall be used.

In the event that such substitute index is not provided, or proves unsuitable for determining the above ratio, then such other index appropriate to such use, as mutually agreed upon by the parties hereto, shall be used.

6. MAINTENANCE. Lessee shall (1) keep the Property free of noxious weeds, trash, debris, and fecal material, which shall be immediately removed and properly disposed of by Lessee, (2) water and otherwise maintain all plants within Property, (3) place oiled woodchips on the trail in a quantity sufficient to abate dust and replace same as necessary, and (4) comply with all applicable laws and regulations concerning use of Property.

92/2

7. STRUCTURES. No structures or other improvements, excepting fencing, shall be constructed and/or maintained on Property without obtaining Lessor's prior written consent. Lessee shall not change the existing grade or otherwise modify the topography affected by the Lease without prior written consent of Lessor.

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CW

Except as herein amended, all terms and conditions of Lease R.L. 401 together with Amendments 1 and 2 shall continue in full force and effect.

Date Executed: 5/21/07

Lessor's Mailing Address:
Post Office Box 54153
Los Angeles, CA 90054
Attention: Property Management
Telephone: (213) 217-7750

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Jeffrey Kightlinger
General Manager

By: _____

Jill T. Wicke
Jill T. Wicke
Manager, Real Property
Development and Management Group

LESSOR

IN WITNESS WHEREOF this Lease Amendment has been executed the day and year first above set forth.

TENANT:

COUNTY OF LOS ANGELES
a body politic and corporate

By: _____
ZEV YAROSLAVSKY
Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: Joseph Brody
Deputy County Counsel

EXHIBIT B
CITY OF LA VERNE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

WHEELER AVE.

210 FRWY.

FOOTHILL BLVD.

F.E. WEYMOUTH PLANT

LEASE AREA
R.L. 401



Feet

0 600 1,200 1,800 2,400 3,000

THIS EXHIBIT IS TO BE USED FOR APPROXIMATE POSITIONING ONLY. IT IS NOT TO BE USED, NOR IS IT INTENDED TO BE USED FOR ENGINEERING, RECORDING OR LITIGATION PURPOSES. NO WARRANTY OF ACCURACY IS IMPLIED OR GUARANTEED.

F.E. WEYMOUTH PLANT
FOOTHILL FEEDER - RIALTO PIPELINE

LEASE R.L. 401

MWD TO
COUNTY OF LOS ANGELES DEPARTMENT
OF PARKS AND RECREATION

1404-18A-6,7 & 8; 1404-18B-1,3,5 & 7;
1404-18C-1,3A,5 & 7 AND 1606-4-14 PORTIONS



The Metropolitan Water District of Southern California
Right of Way Engineering Team